

Johnson Co.

AFSCME #183 (Social Services)

7/1/2006 6/30/2008

JOHNSON Co. / AFSCME #183 06-08
(SOCIAL SERVICES)

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2006-2008

NEGOTIATED AGREEMENT

BETWEEN

JOHNSON COUNTY BOARD OF SUPERVISORS

AND

AFSCME LOCAL 183

(EMPLOYEES OF JOHNSON COUNTY

DEPARTMENT OF SOCIAL SERVICES

AND JOHNSON COUNTY DEPARTMENT OF

MENTAL HEALTH/DEVELOPMENTAL

DISABILITIES SERVICES)

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PREAMBLE

This Agreement is entered into by JOHNSON COUNTY (hereinafter referred to as the Employer) and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 183 representing employees of the JOHNSON COUNTY SOCIAL SERVICES DEPARTMENT and the JOHNSON COUNTY DEPARTMENT OF MENTAL HEALTH/DEVELOPMENTAL DISABILITIES SERVICES hereinafter referred to as the Union or Employee Organization). State employees hereinafter means State of Iowa Department of Human Services Employees. The Employer, the Union, and the employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this agreement and to assure the effective and efficient operation of the Johnson County Department of Social Services and Johnson County Department of Mental Health/Developmental Disabilities Services.

ARTICLE 1

Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative for County employees of the Johnson County Social Services Department and the Johnson County Department of Mental Health/Developmental Disabilities Services, excluding supervisors, confidential employees, the Accountant, and other persons excluded under Section 4 of the Public Employment Relations Act.

ARTICLE 2

Dues checkoff and indemnification

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing with 30 days notice to the County and Union, the County agrees to deduct the regular monthly Union dues from the first paycheck of each month of the employees, and remit such deduction by the 30th day of the month to the business address of AFSCME, with an accompanying list of employees from whom payroll deductions were made. The Union will certify to the Employer in writing of the exact amount of such regular membership dues to be deducted. The Employer will require 60 days from the receipt of the written authorization before the first deduction can be made.

In addition, the County agrees to payroll deductions from the employees' paychecks for Union insurance and Union group benefit plans as authorized by the Union.

ARTICLE 3

Hours of work

3.1 Normal hours

- A. This Article is intended to set forth the normal work week but shall not be construed as a guarantee of any amount of work per day or per week or as a limitation of hours of work per day or per week.
- B. The normal hours of work each day shall be consecutive, except for interruptions for lunch period. References to consecutive hours of work in the balance of this Article shall be construed generally to exclude the lunch period.

3.2 Work week

The normal work week shall consist of 5 consecutive 8-hour days, Monday through Friday inclusive.

3.3 Work shift

Eight consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular shift and each work shift shall have regular starting and quitting times.

3.4 Workday

The hours of work for County employees shall be 8:00 a.m. to 4:30 p.m.

3.5 Part-time employees

Part-time employees working 20 hours per week or more shall have vacation, holidays, longevity, and sick leave benefits prorated by the number of hours regularly worked as compared to a regular 40-hour work week.

Employees working 20 hours per week or more may elect to receive health, dental and/or life insurance by agreeing to pay, in addition to any premium paid by the employee, 50 percent of any monthly premium paid by the county under terms governing provision to full-time employees.

3.6 Inclement weather/Emergency closings

If any employee does not report to work at the start of a workday because the office is closed at that time because of weather conditions or other emergency closings, the employee shall be paid his/her salary for the entire day. If an employee comes to work on a day that the office is closed at the start of the workday and if the employee is asked to work and consents, he/she shall receive equal time off for the period of time worked. If the office closed early because of weather conditions or other emergency closings, the employees shall be paid their normal salary as if they had worked their normal workday.

3.7 Flexible schedules

Where practical and feasible, as approved in advance by the employer, the employee may work flexible hours, including:

- A. Variable starting and ending times
- B. Compressed work week such as:
 - 1) 4-day work week
 - 2) 4 long days/one short day work week
- C. Other mutually agreeable flexible hours.

The employer will not unreasonably refuse approval.

ARTICLE 4

Grievance procedure/
Discipline and discharge

4.1 Definition

A grievance shall be defined as a dispute an employee may have with the Employer involving the interpretation or application of a specific term or provision of this agreement.

4.2 Policy

- A. All levels of agency supervisory or staff personnel shall be directed to consider grievances and complaints as a first order of business. The maximum time limits set forth in the various steps should not be used where there is an immediate safety hazard or if circumstances will permit a more prompt processing of the grievances or complaint.
- B. Any employee may file a grievance or complaint without fear of jeopardizing his/her position or opportunities for advancement or salary increase. This shall be published and made known to the employees.
- C. All grievances and complaints shall be discussed with the Employer on County time.
- D. An extension of the time limits specified in the grievance procedure may be made when mutually agreed upon in writing.
- E. The term "working days" as used in this article shall mean the days Monday through Friday inclusive.
- F. Nothing in this section shall be construed to limit the rights of the employer or bargaining unit employees under the Iowa Public Employment Relations Act.

4.3 Minimum procedural requirements

- A. The Union steward shall be allowed to process and/or discuss a grievance during regular working hours, receiving his/her normal pay, upon receiving the permission of his/her supervisor, and such permission shall not be unreasonably withheld.

- B. The grievant shall be allowed to discuss his/her grievance with the Union steward without loss of pay during working hours, upon receiving the permission of his/her immediate supervisor, and such permission shall not be unreasonably withheld.
- C. The employee or employees involved in the proceeding will cooperate with the supervisor so there will be a minimum of interference with the normal operation of the agency's work.
- D. By the mutual written agreement of the parties, separate grievances may be consolidated. If practical, such consolidation will take place by Step 4 of the procedure.

4.4 Grievance steps

A grievant has the right to be represented by the Union. However, if an employee chooses to invoke their grievance procedure without representation from the Union, the Union steward shall have the right to be present at each step, and no grievance settlement shall conflict with the terms of this Agreement.

All grievances must be presented promptly and no later than 14 calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance; however, under no circumstances shall a grievance be considered timely after 6 months from the date of occurrence.

Step 1:

The grievant may, with Union representation if desired, file a grievance in writing to the supervisor containing the alleged contract violation and the requested remedy. Within 10 working days of the written grievance, the supervisor shall answer the grievance, in writing, to the grievant and the Union.

Step 2:

If the grievant is not satisfied with the decision of the supervisor the grievant may, with Union representation if desired, within 10 working days of the written notification of the supervisor, file an appeal in writing to the Board of Supervisors' designated representative. It shall contain all the pertinent matters which were brought forth in the first step. The Board's designated representative shall

meet with the grievant, and his/her Union representative if desired, within 10 working days of the receipt of the appeal to discuss all pertinent matters. The Board's designated representative's final decision on the grievance will be presented in writing to the grievant and his/her Union representative within 10 working days after the close of the meeting.

Step 3:

If the grievant is not satisfied with the decision of the Board of Supervisors' designated representative the grievant may, with Union representation if desired, within 10 working days of the written notification of the Board of Supervisors' designated representative follow one, and only one, of the following procedures:

- (a) Send a written notice to the Board of Supervisors' designated representative and follow the procedures in Step 4(b) Arbitration of this Article.
- (b) File an appeal in writing to the Board of Supervisors which shall contain all pertinent matters which were brought forth in the first 3 steps. The Board of Supervisors shall set a hearing for its next regular meeting after receipt of written notification of appeal. The Board of Supervisors' decision shall be presented in writing to the grievant, the Union, and the supervisor within 5 working days of the hearing.

Step 4 Arbitration:

- (a) If the disposition of the grievance in Step 3(b) is not satisfactory to the grievant, the grievant may, by sending a written notice to the Board of Supervisors' designated representative within 10 working days after the response of the Board of Supervisors, request arbitration.
- (b) The parties shall within 10 working days after notice of request for arbitration, attempt to select an arbitrator by mutual agreement. If the parties fail to select an arbitrator, the FMCS shall be requested by either or both parties to provide a panel of 5 arbitrators. Both parties shall have the right to strike names from the panel. The parties shall meet and by the flip of a coin determine which party shall strike the first name from the list; the other party shall then strike one name; the process shall be repeated, and the remaining person shall be the arbitrator. The

decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within 30 days after the conclusion of the testimony and argument.

Expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. The singular employee shall also be interpreted to mean employees where such would be applicable.

4.5 Time limits

Failure by an employee to comply with any time limitation shall constitute a withdrawal of the grievance.

Failure of the Employer to comply with any time limitations shall automatically move the grievance to the next step in the grievance procedure.

4.6 Form and content of written appeal notification

- A. The appeal shall be written on a form, a sample of which is attached to this Agreement.
- B. The appeal shall contain specific information as to the section of the Agreement claimed violated, the time and place of the alleged complaint or grievance, notation of procedures followed, and corrective action desired.
- C. All germane information brought out in the hearings may be added to and shall become a part of the appeal.

4.7 The hearing

- A. All hearings shall be held in an informal manner. Witnesses may be called by either party and questioned by both parties. Documents and written statements which are material shall be considered, but shall not be limited by rules of evidence.
- B. The aggrieved employee shall be notified far enough in advance of any hearing so that he/she can make arrangements to attend the hearing.

- C. The aggrieved employee and all witnesses, who are classified county employees, shall be allowed time off with pay to attend the hearings. But witnesses shall not be cumulative and shall be controlled as to numbers as not to affect the service of the agency. Statements of witnesses may be taken in lieu of appearances or stipulation made thereto.
- D. No classified employee may be coerced by his/her supervisor or the County into not proceeding with a grievance or appearing as a witness at a hearing. Such action by the supervisor or County shall be considered as a basis for a grievance.

4.8 Authority of arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the Employer and the Union and shall have no authority to make his/her decision on any other issue not so submitted to him/her. The Arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his/her decision within 30 days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. All awards of back pay shall be limited to the amount of wages the employee would have earned from his/her employment with the Employer, less any other compensation for personal services that he/she has received from any other source during said period.

No decisions of an arbitrator or of the County in any grievance case shall create the basis for retroactive adjustment, except for awards of back pay as described above, or other adjustment in any other case.

No arbitrator shall decide more than one grievance on the same hearing or series of hearings, except by mutual agreement between the parties.

4.9 Discipline and discharge

A. Purpose and scope

Both parties to this Agreement recognize that a certain amount of discipline may be necessary for the efficient operation of this department, and that the County has rights and responsibilities under law in providing the services of this Department in an efficient manner.

Disciplinary action or measures shall include the following which normally are invoked in the order listed:

1. Personal counseling
2. Oral reprimand
3. Written reprimand
4. Suspension
5. Discharge

The principles of progressive discipline shall be applied by the Employer, except in cases where the conduct is aggravated or where the seriousness of the offense warrants discharge on the first or any subsequent offenses.

Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before the other employees or the public.

B. Personal counseling

This involves counseling by the Department Head or Department Head's designee and is used for minor infractions of the cause of action listing below. Counseling sessions are attempts to explain and interpret situations so that the employee will understand the necessity of proper procedure.

C. Oral reprimand

Oral reprimands are usually given in cases of minor infractions of the causes for action listed below. The employee is advised of the severity of his/her conduct and repercussions of its repetition. The Department Head or Department Head's designee shall inform the employee they are receiving an oral reprimand.

D. Written reprimand

A written reprimand will be given for more serious or repeated infractions of the causes of action listed below. The Department Head or Department Head's designee will counsel the employee, explaining the problem. A copy of the reprimand, signed by the employee and the Department Head or Department Head's designee, will become part of the employee's personnel file. The employee will be warned that repeated infractions will subject him/her to more serious disciplinary action. A written statement setting forth the specific cause or causes under which a Department Head or the Department Head's designee has so acted will be given to the employee within 24 hours of the written reprimand and a copy placed in the employee's personnel file and a copy sent to the Union steward.

E. Suspension

The employee may, for more serious or repeated infractions, be suspended with or without pay. Within 24 hours of the suspension, a written statement of the reason or reasons for the suspension and the duration of the suspension shall be given to the employee and a copy sent to the Union steward and the employee's personnel file.

F. Discharge

When other forms of disciplinary action have proven ineffective or where the conduct is so aggravated or the seriousness of the offense warrants it, the supervisor may discharge the employee for any cause or causes listed in subsection G of this section.

The Union shall have the right to take up the discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

Any employee found to be unjustly discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions

of employment (within the limitations of Section 4.8). A written statement setting forth the specific cause or causes under which a supervisor has so acted will be given to the employee within 24 hours of the discharge and a copy placed in the employee's personnel file and a copy sent to the Union steward.

G. Cause for action

Appropriate disciplinary action may be taken for any of the following causes:

1. Incompetency, inefficiency, or negligence in the performance of duty.
2. Serious misconduct.
3. Insubordination, constituting a serious breach of discipline.
4. Unauthorized absence or abuse of leave privileges.
5. Acceptance of any valuable consideration given to influence the employee in the performance of his/her duty.
6. Intentional falsification of any application or of any County record.
7. Use of the employee's official position for personal advantage.
8. Conduct punishable as a felony which is directly work-related or which affects the employee's ability to carry out his/her work.
9. Or any other just or proper cause.

H. Probation period

The first four months of employment shall be probationary period. Employees may not grieve discipline or discharge imposed during this probationary period.

ARTICLE 5

Seniority

5.1 Definition

Seniority means an employee's length of continuous service with the employer since his/her last date of hire, following the completion of 6 months probation, at the end of which seniority shall be calculated from the date of hire.

5.2 Seniority lists

The Employer shall post on the employee bulletin board each month, except in those months where no changes occur, a current seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the local Union when it is posted.

5.3 Breaks in continuous service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, or for failing to return to work at the end of any leave of absence or its extension.

There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

5.4 Work force change

A. Transfer procedure

The Employer shall retain the authority to determine whether transfers are necessary. The term transfer, as used in this provision, means the advancement of an employee to a higher paying position or the reassignment of an employee to a position regardless of the rate of pay. An employee may request a transfer to a position the employee considers to be in his/her best interest.

B. Hiring procedure

Whenever a job opening occurs in any existing job classification or as a result of a new job classification, a notice of such opening shall be posted on the employee bulletin board with a copy to the Union at the time of posting for 5 working days.

During this period employees, including employees on layoff, may apply for the open position. The application shall be in writing, and it shall be submitted to the employee's immediate supervisor. The Employer shall choose from among the applicants based on seniority and merit, including evaluations of present employees applying for the position.

C. Emergency opening

If a vacancy occurs as a result of resignation or discharge in any existing job classification, an emergency employee not presently employed with Johnson County Department of Social Services and the Johnson County Department of Mental Health/Developmental Disabilities Services may be hired to fill the vacancy for the period of time necessary to fulfill the hiring procedure set forth in Section 5.4(B), which in any case shall be no longer than 45 days.

The emergency employee shall be eligible to apply for the vacancy. Management will not continually fill vacancies with emergency employees in order to deprive employees of benefits.

D. Leadworker duties

When two or more classified employees are performing the duties in the same class and one is assigned limited supervisory responsibilities, that position may be designated as Leadworker by the Employer. In that event he or she will receive a step increase in pay for the time of the assignment, though it may result in being paid beyond the maximum for the pay range.

E. Layoff

In the event it becomes necessary to layoff employees for any reason, employees shall be laid off in the inverse order of their seniority in the work unit, according to the initial date of hire with the Employer. Each employee affected by a reduction in force shall be notified in writing of layoff at least 20 working days prior to the effective date of the layoff.

Employees shall be reemployed in order of seniority. No new employee shall be hired until all employees on layoff status have had the opportunity to come back to work. It shall be the duty of the employee so laid off to keep the Department Head notified of their current address and phone number for purposes of notification or recall.

ARTICLE 6

Holidays

6.1 Holidays recognized and observed

Holidays for employees shall be the same as State designated holidays but shall also include 4 personal days.

6.2 Personal days

The employees shall request the personal days 1 week in advance, except in case of emergency. Personal days shall be allocated in the following manner:

- A. Personal days are granted at the rate of 1 per 3-month period of the contract year. One personal day may be taken any time during each 3-month period of the contract year. Personal days granted for each fiscal year of this contract must be taken or forfeited. If they are not used by June 30 of the fiscal year they will be forfeited.
- B. However, in the event an employee is denied a personal day due to workload at Johnson County Social Services and said employee is unable to reschedule the personal days prior to the end of the fiscal year in which said day was granted, the employee will be allowed to carry the personal day into the following fiscal year. An employee may carry over a maximum of 1 personal day into the following fiscal year. Section 6.2(B) shall apply only if workload prohibits an employee from receiving a personal day he/she is eligible to receive.
- C. Eligible employees shall receive one day's pay for each of the holidays on which they perform no work.

6.3 Eligibility requirements

Employees shall be eligible for holiday pay under the following conditions:

- A. The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, layoff, or sick leave; and

- B. If a holiday is observed on an employee's scheduled day off or during his/her vacation he/she shall receive an additional day off for the unworked holiday.

Employees who have established seniority, but who are on inactive status due to a layoff or accumulated sick leave that commenced less than 30 workdays prior to the week in which the holiday occurs shall receive pay for such holiday.

6.4 Holiday pay

Eligible employees who perform no work on a holiday shall be paid 8 times their current hourly rate of pay unless their regular workday is more or less than 8 hours.

Eligible employees whose regular workday differs from the standard 8-hour day shall be paid their current hourly rate of pay times the number of hours in their regular workday.

6.5 Holiday work

If an employee works on any of the holidays he/she shall be paid the following premium rate in addition to his/her holiday pay:
Double time for all hours worked.

ARTICLE 7

VACATIONS

7.1 Vacation time

Subject to and in accordance with the provisions of this Article, paid vacations shall be granted to employees pursuant to the following schedule:

- A. Vacation shall be based upon the date of hire and accrue at the rate of:
 - 1. During the first through the fourth years of service:
Two weeks
 - 2. During the fifth through the ninth years of service:
Three weeks
 - 3. During the tenth through the nineteenth years of service: Four weeks
 - 4. During the twentieth or later years of service: Five weeks.
- B. An employee will be allowed to take at least a total of 2 weeks (10 days) vacation a year, provided it has been accumulated.
- C. An employee can accrue vacation time up to a maximum of 2 times his/her annual entitlement.
- D. Vacation time shall be accumulated at a prorated basis from the first day of employment.

7.2 Vacation pay

The rate of vacation pay shall be the employee's normal pay for the day or week for which the employee would have been regularly scheduled to work.

7.3 Vacation period

So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided that the final right to allot vacation periods and the right to deny such vacation periods is reserved exclusively to the Employer. Employees shall request, in writing, vacation time 15 working days in advance. The Employer will furnish a written response within 10 working days following the request. Employees may request vacation time fewer than 15 working days in advance. The Employer will furnish a written response within 10 working days following the request.

Employees may request vacation time fewer than 15 days in advance, and the Employer will not unreasonably refuse such requests. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority within the same job classification shall be given his choice of vacation in the event of any conflict over vacation periods, provided that the more senior employee schedules his vacation at least 60 days in advance. If a less senior employee must be so rescheduled, the rescheduling does not constitute an extreme emergency under Section 7.4. By mutual agreement of the parties the time limits in this Section may be altered.

7.4 Work during vacation period

The Employer will grant vacations when scheduled, except for extreme emergency. Any employee requested to work during his/her vacation, after all efforts have been made to avoid this, shall be reimbursed for any verified financial loss as a result of the call back, and the vacation shall be rescheduled.

7.5 Vacation rights in case of layoff or separation

Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation.

ARTICLE 8

Sick leave

8.1 Allowance

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his/her employment, shall receive sick leave with pay.

Employees shall be eligible for sick leave after 30 days service with the Employer.

In the event of sickness or disability in the employee's family (defined as spouse, domestic partner, parents, children, brother, sister, grandparents, parents-in-law, brothers- and sisters-in-law, and other members of the employee's immediate house-hold) the employee shall be granted up to 3 days paid sick leave per occurrence, unless the director authorizes longer. Sick leave may also be used for doctor appointments or health maintenance needs on a partial day basis.

Employees shall accrue 10 hours of sick leave for each month of service on a pay period basis.

EEOC guidelines shall be followed in granting employee sick leave for maternity purposes. Adoptive parents may request 2 weeks maternity leave from sick leave.

8.2 Accumulation

Employees shall start to earn sick leave from their date of hire and they shall accumulate sick leave as long as they are in the service of the Employer up to a maximum of 120 days.

8.3 Notification

The employee shall notify his/her immediate supervisor as soon as reasonably possible of any personal sickness or illness which will cause the employee to miss work. An employee who becomes sick at work will notify his/her immediate supervisor before leaving the premises. The Employer has the right to investigate suspected cases of abuse of sick leave.

8.4 Sick leave conversion procedure

Full-time employees who have accumulated 60 days of sick leave may convert each additionally accrued four days sick leave to one day of vacation. If an employee's accrued sick leave account thereafter is depleted below 60 days, no conversion right exists until the account is rebuilt to 60 days. Use of vacation accrued pursuant to this clause will be governed by rules of regular vacation.

Employees shall receive 25 percent of their accumulated sick leave after 20 years of continuous employment either at the time they terminate or retire.

8.5 Co-Worker Aid Fund

A. Purpose

An employee may voluntarily donate vacation to a co-worker in the same bargaining unit whose sick leave is exhausted due to personal illness or an illness in the co-worker's immediate family. Donations of vacation may not be made for use by a co-worker for funerals or pallbearer service. Donations must come from vacation currently available for use by the employee. In any calendar year the maximum vacation an employee can donate to the Co-Worker Aid Fund is half the employee's annual vacation accrual.

B. Procedure

The procedure and conditions for such donations are:

1. The co-worker must have been on leave due to personal illness or illness in the co-workers immediate family at least two consecutive weeks and exhausted their own accrued sick leave.
2. The co-worker must use the donated vacation within 30 working days of the effective date of the donation. Thereafter, unless the co-worker's leave is extended beyond that 30 working day period, any unused portion of donated vacation will be returned to employees who donated in the reverse order in which it was donated with the most recent donation being first returned.
3. Donated vacation will be accounted for by the hour, regardless of pay rates. Donated vacation will be paid at the wage rate of the employee who uses it. In no case shall a co-worker receive more in compensation than the co-worker would have earned while actively at work.

4. The employee making the donation must notify the department head in writing specifying the co-worker, the amount of vacation to be donated, and the date and time of day of the donation. The donation is effective when the department head verifies the donation meets the conditions of Section 8.5. The employee may not retract the donation. If the Department Head determines that previous donations would provide the co-worker with enough compensated hours for the next 30 working days, then the Department Head shall not accept additional donations. The Department Head's determination as to whether the donation is accepted or effective may not be grieved.
5. The Employer's obligation is limited to accounting for donated vacation of which the department head has written notice. Under no circumstances is the Employer required to solicit or encourage donations nor may any employees coerce or pressure other employees to donate vacation time.

ARTICLE 9

Leaves of absence

9.1 Eligibility requirements

Employees shall be eligible for paid or unpaid leaves of absence as specified herein.

In the event an employee fails to return to work at the end of such leave or its extension the employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave, except in cases of emergency, in which case the employee shall notify the Employer as soon as he/she is able. During a leave of absence without pay for 30 days or more the employee:

- A. Must pay any insurance premiums falling due during any month the employee is not on the payroll if coverage is desired.
- B. Shall not earn sick, vacation, or other forms of leave with pay.

9.2 Application for leave and return from leave

- A. Any request for a leave of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

A response to a request for a leave of absence shall be furnished to the employee by his/her immediate supervisor, and it shall be in writing. Requests for immediate leaves, for example, family sickness or death, shall be answered before the end of the shift on which the request is submitted.

A request for a short leave of absence, a leave not exceeding one month, shall be answered within 10 days. A request for a leave of absence exceeding one month shall be answered within 20 days.

- B. In addition to accruing seniority while on paid or unpaid leave of absence granted under the provisions of this Agreement employees shall be returned to the position they held at the time the leave of absence was requested.

9.3 Paid leaves

- A. Family death

In the event of death in the family (defined as spouse, domestic partner, parents, children, brothers, sisters, grandparents, parents-in-law, brothers- or sisters-in-law, niece, nephew, aunt, uncle, and grandchildren, or other members of the immediate household) of an employee, the employee shall be granted up to 3 days leave of absence with full pay to make household adjustments, arrange for or attend funeral services.

- B. Jury duty

Employees shall be granted a leave of absence with pay any time they are required for jury duty or jury service. Employees shall return to the Employer pay received as juror, excluding mileage.

- C. Voting time

Employees shall be granted a reasonable amount of time on any election day to vote with no loss of pay.

- D. Witness duty

An employee subpoenaed to appear before a court or other public body on any matter not related to their work and in which they are not a party shall be granted a paid leave of absence for the period required to respond to the subpoena. The employees shall reimburse any witness fee to the employer, excluding mileage.

- E. Education

All in-service training approved by the employer and attended by the employee shall be at the expense of the employer and shall take place during regular working hours.

Employees may be granted leaves of absence for educational purposes (not to exceed 1 month in any calendar year) to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.

Any employee in the bargaining unit who wishes to take a class for credit may request time off from work with pay if that class is not available after working hours, and such requests shall not be unreasonably denied if the following conditions are met:

1. The class is work related. The employee shall provide evidence that the class is work related at the time the request is made.
2. Each employee may take up to 3 hours credit per year under the provisions of this paragraph.
3. The employee's absence from work is not unduly burdensome on the work flow for remaining employees.
4. The employee makes up the time they are absent from work for the class on a weekly basis. The employee shall arrange the details of such make-up time with his/her immediate supervisor. This is make-up time and does not constitute additional hours worked.
5. If the nature of the work makes it necessary to limit the number of employees attending a class at the same time, the employee with the greater seniority within the unit shall be given first choice.
6. The employee receives the approval of his/her unit supervisors at least 15 days in advance or 3 days from university schedule availability.

The employer shall reimburse the employee for the costs of tuition after the employee successfully completes the course.

9.4 Unpaid leaves

A. Reasonable purpose

Leaves of absence for a limited period not to exceed one year may be granted for any reasonable purpose up to a year, and such leave may be extended for any reasonable purpose. A request for unpaid leave may be denied if the department head determines approval would impair the department's ability to provide services, or for other good cause.

B. Union business

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer may at the written request of the Union be granted a leave of absence. The leave of absence shall not exceed 2 years, but it may be renewed or extended for a similar period at any time upon the request of the Union by mutual agreement. Members of the Union selected by the Union to participate in any other Union activity may be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed 1 month, but it may be renewed or extended for a similar period at any time upon the request of the Union by mutual agreement.

C. Maternity

Maternity leaves (not to exceed 6 weeks) shall be granted at the request of the employee. Additional time shall be granted if medically required.

D. Military service

Any employee who is a member of a reserve force of the United States or of this state and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this state shall be granted a leave of absence during the period of such activity.

Any employee who enters into active service in the armed forces of the United States while in the service shall be granted a leave of absence for the period of military service.

E. Religious observance

All department supervisors will make reasonable accommodation to the religious needs of all employees for observance of their religious practices and beliefs. The department reserves the right to refuse such accommodation in cases of emergency or extreme hardship on our clients or on the agency.

9.5 Unsatisfied requests for leave of absence

If the employee is not satisfied with the Employer's decision on his/her leave of absence request, it shall be a proper subject for the grievance procedure.

ARTICLE 10

Wages

10.1 Wage schedule

The parties agree that each step in the wage schedule shall be increased by three and one-quarter percent (3.25%) effective July 1, 2006, reflected in Appendix A. Step increases shall be granted as they fall due on employees' anniversary dates during the contract year 2006-2007.

The parties agree that an additional two percent (2%) shall be added to each step in the wage schedule effective July 1, 2007, reflected in Appendix B-1. The wage schedule shall be increased by an additional two percent (2%) effective January 1, 2008, reflected in Appendix B-2. Step increases shall be granted as they fall due on employees' anniversary dates during the contract year 2007-2008.

When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance at Step III of the grievance procedure.

No one's pay shall be reduced unless otherwise specified in this contract.

10.2 Pay period

The salaries and wages of employees shall be paid in accordance with County policies and procedures.

10.3 Pay grade

All County employees of the Johnson County Social Services Department will be paid the same as the pay grade shown in the attached wage schedules unless specified in Section 4 of this Article.

10.4 Pay differential

The supervisors shall authorize a pay differential for a position when duty requirements are present and performed which are not normally required of the classification in general. This differential is over and above the pay within the pay grade for the class of position presently held by the employee and is paid only as long as the employee occupies the particular position and performs these duties.

10.5 Pay on promotion

A promotion changes an employees' pay review date. An employee being promoted will have his/her pay increased to the minimum step (A) of the higher class. In cases of overlapping pay grades and when the employee's rate of pay is above the minimum step for the class to which he/she is promoted, he/she will receive a one-step promotional pay increase. However, when the promotion is to be a class with a pay grade number three steps or more higher than the present grade number, the supervisor may approve a two-step promotional increase.

Employees who possess education or experience qualifications in excess of the requirements for the class to which they are being promoted may have their salary adjusted more than the amounts shown in the preceding paragraphs if approved by the supervisor. This Section applies only when funds are budgeted and/or available.

10.6 Experience beyond minimum qualifications

Any employee who has education and/or experience beyond the minimum qualifications of the position to which he/she is appointed may, at the discretion of the supervisor, be paid at a higher step of the pay grade if he/she is a new hire.

10.7 Longevity

Employees shall receive longevity pay as set out in Appendix D. Eligible part-time employees shall receive half the amounts indicated. Eligible employees shall receive longevity pay in a lump sum on the last pay day in November (based on seniority pay eligibility as of Nov. 1), or in a lump sum upon termination of employment, whichever is earlier. Longevity pay shall be in a separate check, taxed separate from other income.

ARTICLE 11

Conditions of employment

11.1 Evaluation procedure

Merit increases shall be based on satisfactory evaluations. Each employee will receive a performance evaluation at least 90 days prior to the date he is eligible for a merit increase. An employee must be notified, in writing, 1 week in advance of when an evaluation will be given. If an employee receives a satisfactory evaluation he/she will progress to the next step within the classification. If an employee does not have an evaluation when it is due, it is assumed that the employee is doing at least satisfactory work and will automatically receive his/her pay raise.

The employee shall cooperate in any reasonable requests for information or material to be used in the evaluation process.

If an employee receives an unsatisfactory evaluation (below 3.0 or unsatisfactory), the employee may grieve the evaluation through the contractual grievance procedure.

11.2 Standby

All bargaining unit employees who are required to be in standby status shall be compensated at the rate of 15 percent of their computed hourly rate for each hour spent in standby status. For purposes of this Section, standby status is defined as follows:

The Employer will specifically designate those employees who are to be on standby status. Employees who are in standby status are responsible for keeping the Employer aware of his/her whereabouts and being immediately accessible by telephone or beeper and able to report for work within 1 hour at all times.

So far as possible, the Employer will fairly distribute standby time. However, the Employer will retain the final authority to determine which employees are required to be in standby status.

11.3 Travel reimbursement

A. Mileage

The employer agrees to reimburse any employee who is required to use a personal automobile in the performance of work for the county at the maximum rate allowed by the county but not less than 21 cents per mile.

B. Meals/Lodging

Employees conducting county business outside the county shall be reimbursed for the cost of meals and lodging. Cost of alcoholic beverages is not reimbursed. Tips up to 15 per cent of the cost of services are reimbursed. Receipts for meals and lodging must be attached to claims for reimbursement.

C. Advance travel request

When employees are required by the Employer to travel outside the state and anticipated expenses exceed \$200 employees may request an advance travel allowance not to exceed 80 percent of the anticipated travel expenses.

D. Permanent travel advance

Employees who are required as a condition of employment to travel within the state on a regular basis shall be eligible for a permanent travel allowance as follows:

1. Employees whose in-state travel expense has averaged between \$100 and \$150 per month for the preceding 12 months shall receive a permanent travel allowance of \$100.
2. Employees whose in-state travel expense has averaged over \$150 per month for the preceding 12 months shall receive a permanent travel allowance of \$150.

The advance travel allowance shall be deducted from the employee's last paycheck upon separation from County service.

Additionally, the Employer reserves the right to regularly review an employee's monthly travel expense and should the employee fail to meet the above requirements the advance travel allowance shall be withdrawn and deducted from the employee's next paycheck.

ARTICLE 12

Overtime

12.1 Rate of pay

A. Choice of compensation

Work performed in excess of 40 hours in any work week shall be compensated in one of the following manners: The employee may choose to be paid at the rate of time and one-half the employee's regular hourly rate for work performed in excess of 40 hours in any work week; or, the employee may choose to receive compensation time at the rate of one and one-half hours of compensation time for work performed in excess of 40 hours in any work week, but in either case no employee shall be paid twice for the same hours.

- 1) Part-time employees shall be compensated as above, at straight time until 40 hours are worked, for work in any work week exceeding the number of hours they normally are scheduled to work.

Additionally, the employer reserves the right, for budgetary reasons, to pay for hours beyond the forty hour week in compensatory time.

B. Scheduling compensation time

If an employee is to be compensated in compensation time for work performed in excess of 40 hours in any work week the employee shall schedule such time off with his or his immediate supervisor, who shall approve the employee's request so long as a sufficient work staff remains in that unit.

C. Accumulation of compensation time

Compensation time may be accumulated from the first calendar day of each month to and including the last calendar day of each month but must be used by the last calendar day of the third succeeding month. If such compensation time is not used by the last calendar day of the third succeeding month the employee shall be paid for his/her accumulated overtime at the rates established above.

12.2 Distribution

Overtime work shall be distributed equally insofar as feasible to employees working within the same job classification.

12.3 Overtime work

All overtime work shall be determined and must be authorized by the Employer. Initially, overtime will be offered on a voluntary basis. In the event too few qualified employees are obtained for the overtime under this procedure, the Employer shall have the right to assign overtime to employees.

12.4 Hours for overtime purposes

For the purposes of computing overtime, all hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

ARTICLE 13

Work breaks

13.1 Rest periods

All employees' work schedules shall provide for a 15-minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

Employees who for any reason work beyond their regular quitting time into the next shift shall receive a 15 minutes rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

13.2 Meal periods

All employees shall be granted a one-half hour lunch period during each work shift. Whenever possible the lunch period shall be scheduled at the middle of each shift.

ARTICLE 14

General provisions

14.1 Pledge against discrimination and coercion

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, or national origin. Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include both male and female employees.

The Employer agrees not to interfere with the employees in the exercise of their rights under Chapter 20, Code of Iowa, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union or for any other cause.

The Union recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit and that there shall be no discrimination, interference, restraint, or coercion by the Union or any Union representative against any employee because of lack of Union membership, or in regard to any right under Chapter 20 of the Code of Iowa.

14.2 Union bulletin boards

The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place in the work area to be used by the Union.

The Union shall limit its posting of notices and bulletins to such bulletin boards. The employer will post continuing education opportunities and training opportunities on such bulletin boards.

14.3 Union activities on employer's time and premises

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, a Union steward shall be allowed to consult with the Employer or his/her designated representative concerning the enforcement of any provision of this Agreement. Such meetings shall be scheduled one week in advance.

14.4 Work rules

The Employer agrees to furnish each employee in the bargaining unit with a copy of all existing work rules within a reasonable time of their being effective. New employees shall be provided with a copy of the rules at the time of hire. Work rules shall be uniformly applied and enforced. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least fourteen calendar days prior to the effective date of the rule.

14.5 Staff personnel files

The Employer is required by law to provide certain basic information to governmental bodies, etc. Also, the Employer may be requested by various credit agencies, banks, etc., to furnish credit information. Usually these inquiries result from employee's application for loans, credit cards, etc., and expressly ask for such information as verification of employment, income, social security number, marital status, verification of age, and potentiality of continued employment. Any requests for information such as these shall be received in writing, and any answer by the Employer shall be in writing and shall be signed by both the Employer and the affected employee.

The contents of staff members personnel files are open for viewing only by the employee, his/her supervisors, department head, or personnel conducting a state-sanctioned audit. No materials may be removed from personnel files without express permission from the Department Head. Employees must be advised of materials in their personnel file. Employees shall initial or sign any documents placed in the file to verify their knowledge of these documents.

14.6 Notification of personnel transaction

County employees will receive a copy of all personnel transactions affecting their status. These changes will usually be for promotions, merit pay increase, change from probationary to permanent status, demotions, or pay adjustments due to a pay range increase. Questions relative to personnel transactions should be directed to the employee's supervisor, or the Department Head.

Any subject matter submitted by the Employer to the employee's personnel file which could be detrimental to the employee's future promotion, transfer, present, or future employment shall be served upon the employee in writing. The Employer will not submit to the employee's personnel file any subject matter without just or proper cause.

14.7 Vacation and sick leave notification

Each month along with the employee's paycheck he/she will receive notification of the amount of accumulated unused sick leave and vacation leave earned.

14.8 Safety of employees

Where an employee has reason to believe in advance that a client will present physical danger, the employee may request that the supervisor call law enforcement to the building, and such request shall not be unreasonably denied.

Where an employee's safety is threatened during contact with a client the employee has the right to call the law enforcement assistance directly.

14.9 Negotiations meetings

The Union shall provide the Department Head with a list of those employees chosen by the Union to participate in negotiations, no less than 1 week before negotiations commence, and shall notify the Department Head in writing of any changes or substitutions no later than 1 week before such change or substitution is made.

Employees chosen by the Union to attend negotiation sessions shall be paid for this activity under the following conditions:

1. Three employees shall be paid up to, but not to exceed a total combined amount of 48 hours to attend negotiation sessions.
2. The employee shall be paid his/her straight time rate of pay for attending such negotiation meetings.
3. It is understood between the parties that the time for which employees shall be paid is actual time spent in joint management-Union negotiations and not preparation time for such negotiations.

ARTICLE 15

Insurance/Worker's compensation/Flexible spending benefits

15.1 Insurance

A. Health and dental care coverage

All eligible employees who select county health care coverage shall be enrolled in the Wellmark Blue Cross/Blue Shield Iowa 500 plan with Alliance Select preferred provider organization (PPO) overlay or equivalent. The employee must sign up for health care coverage within 30 days after benefit-eligible status is attained, or during the annual open enrollment period, to participate in the health plan. The employee must sign up for dental care coverage within 30 days after benefit-eligible status is attained to participate in the dental plan.

The plan year single deductible is \$100, and the plan year single out-of-pocket maximum is \$500. The plan year family deductible is \$200 aggregate, and the plan year family out-of-pocket maximum is \$1000 aggregate. Aggregate shall mean amounts accumulated on behalf of any combination of family members.

Effective July 1, 2006, contribution share rates for benefit eligible full-time employees will be: single health care coverage: \$5.00 per month; family health care coverage: \$20.00 per month. Effective July 1, 2007, family health care coverage will increase to: \$25.00 per month.

For dental, the Employer will pay the entire contribution for benefit-eligible full-time employee single coverage; the employee will pay the additional contribution for family coverage.

B. Life insurance

The Employer shall pay the premium for life insurance in an amount equal to the employee's salary rounded up to the next \$1,000. The coverage shall include double indemnity for accidental death and dismemberment. Pursuant to the current County insurance contract, this coverage will decrease when the employee retires or reaches age 65 and decrease again at age 70.

C. Disability insurance

The Employer shall pay the premium for disability insurance which provides for disability payments of 66 2/3% of the full-time employee's gross salary after a 126 calendar day waiting period. Pursuant to the current County insurance contract, this coverage will decrease when the employee retires or reaches age 65 and decrease again at age 70. The benefit period shall be 2 years to age 70. Employees may purchase disability insurance with longer-term benefit periods through the county at group rates.

15.2 Worker's compensation

Employees may supplement worker's compensation benefits with accrued sick leave, personal day pay, vacation or earned compensatory time, but the total compensation received shall not exceed the employee's regular pay. Employees receiving worker's compensation benefits shall continue to accrue seniority and insurance benefits, but not accrue sick leave, vacation, paid holidays or other benefits.

15.3 Flexible spending benefits

All employees eligible to participate in the health insurance program may participate at no employee administrative cost in the county's flexible benefits spending plan which, under IRS regulations, allows employees to pay for health care and dependent care from pre-tax dollars.

15.4 Employee deductions

Applicable employee deductions for any of the above insurance provisions will be deducted from the first two paychecks per month in as equal amounts as possible.

ARTICLE 16

Management rights

It is recognized that, except as specifically limited by the express language of this Agreement, the County shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the County in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of the County; to determine and implement the methods, means, assignments, organization, and number of personnel by which such operations and service are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods and services should be made or purchased; to hire, promote, and demote employees; to suspend, discipline, and discharge employees for proper cause; to relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities; to maintain the efficiency of governmental operations; to take such actions as may be necessary to carry out its mission; to initiate, certify, and administer its budget; and to exercise all powers and duties granted the Employer by law.

ARTICLE 17

Savings

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue to effect.

ARTICLE 18

Labor-Management committee

A labor-management committee is hereby established to afford employees and management a forum at which to discuss items that may be of interest to both parties. The committee shall consist of 3 members of the bargaining unit and 3 representatives of management, selected respectively by the union and the Board of Supervisors. Each party shall notify the other at least 1 week in advance of each meeting of selected members, unless the members have not changed, and shall, at least 1 week in advance, exchange agenda items.

Committee meetings shall be held during the second full weeks of July, October, January and April, at a time and place agreed upon at least 2 weeks in advance by 5 of the 6 members. Meetings shall not exceed 2 hours. Employee members of the committee will be paid for any formal meeting time falling within their normal working hours.

ARTICLE 19

Duration

THIS AGREEMENT shall be effective as of the 1st day of July 2006 and shall remain in full force and effect until the 30th day of June 2008. In the event either party notifies the other in writing, negotiations for the following fiscal year shall begin on or before September 15, 2007.

IN WITNESS WHEREOF the parties hereto have set their hands
This 15th day of June 2006.

AFSCME, LOCAL 183

JOHNSON COUNTY, IOWA

By its representative:

Tom Anthony
Tom Anthony, AFSCME

By its Board of Supervisors:

Mike Lehman
Chairperson

By the bargaining committee:

[Signature]
Harry E. Bus
Brenda J. Peltz

Patrick L. Harny
Lawrence D. Neigel
Gregg Stussman
Rod Sullivan

By its representative:

Jessith Perkins

APPENDIX A

Johnson County Social Services
Wage Matrix
July 1, 2006 - June 30, 2007
3.25%

	Grade	1 Start	2 6 Months	3 1 Year	4 2 Years	5 3 Years	6 4 Years	7 5 Years	8 6 Years
Custodian	11	\$22,672.00	\$23,701.39	\$24,651.33	\$25,528.67	\$26,550.99	\$27,500.93	\$28,451.07	\$29,558.88
Hr.		\$10.9000	\$11.3949	\$11.8516	\$12.2734	\$12.7649	\$13.2216	\$13.6784	\$14.2110
Bi-Weekly		\$872.00	\$911.59	\$948.13	\$981.87	\$1,021.19	\$1,057.73	\$1,094.27	\$1,136.88
	12	\$23,701.39	\$24,651.33	\$25,528.67	\$26,550.99	\$27,500.93	\$28,451.07	\$29,558.88	\$30,746.14
	13	\$24,651.33	\$25,528.67	\$26,550.99	\$27,500.93	\$28,451.07	\$29,558.88	\$30,746.14	\$32,012.03
	14	\$25,528.67	\$26,550.99	\$27,500.93	\$28,451.07	\$29,558.88	\$30,746.14	\$32,012.03	\$33,358.00
Word Processor II	15	\$26,550.99	\$27,500.93	\$28,451.07	\$29,558.88	\$30,746.14	\$32,012.03	\$33,358.00	\$34,783.22
Hr.		\$12.7649	\$13.2216	\$13.6784	\$14.2110	\$14.7818	\$15.3904	\$16.0375	\$16.7227
Bi-Weekly		\$1,021.19	\$1,057.73	\$1,094.27	\$1,136.88	\$1,182.54	\$1,231.23	\$1,283.00	\$1,337.82
Community Prgm. Aid	16	\$27,007.97	\$27,938.98	\$29,026.19	\$30,190.16	\$31,432.75	\$32,751.89	\$34,149.65	\$35,624.78
Hr.		\$12.9846	\$13.4322	\$13.9549	\$14.5145	\$15.1119	\$15.7461	\$16.4181	\$17.1273
Bi-Weekly		\$1,038.77	\$1,074.58	\$1,116.39	\$1,161.16	\$1,208.95	\$1,259.69	\$1,313.45	\$1,370.18
	17	\$27,938.98	\$29,026.19	\$30,190.16	\$31,432.75	\$32,751.89	\$34,149.65	\$35,624.78	\$37,049.58
Data Technician	18								
Word Processor III		\$29,026.19	\$30,190.16	\$31,432.75	\$32,751.89	\$34,149.65	\$35,624.78	\$37,049.58	\$38,652.85
G.A. Assistant Hr.		\$13.9549	\$14.5145	\$15.1119	\$15.7461	\$16.4181	\$17.1273	\$17.8123	\$18.5831
Bi-Weekly		\$1,116.39	\$1,161.16	\$1,208.95	\$1,259.69	\$1,313.45	\$1,370.18	\$1,424.98	\$1,486.65
	19	\$30,190.16	\$31,432.75	\$32,751.89	\$34,149.65	\$35,624.78	\$37,049.58	\$38,652.85	\$40,438.11
	20	\$31,432.75	\$32,751.89	\$34,149.65	\$35,624.78	\$37,049.58	\$38,652.85	\$40,438.11	\$42,068.62
	21	\$32,751.89	\$34,149.65	\$35,624.78	\$37,049.58	\$38,652.85	\$40,438.11	\$42,068.62	\$43,853.68
	22	\$34,149.65	\$35,624.78	\$37,049.58	\$38,652.85	\$40,438.11	\$42,068.62	\$43,853.68	\$45,716.74
Social Worker II	23	\$35,624.78	\$37,049.58	\$38,652.85	\$40,438.11	\$42,068.62	\$43,853.68	\$45,716.74	\$47,657.58
Hr.		\$17.1273	\$17.8123	\$18.5831	\$19.4414	\$20.2253	\$21.0835	\$21.9792	\$22.9123
Bi-Weekly		\$1,370.18	\$1,424.98	\$1,486.65	\$1,555.31	\$1,618.02	\$1,686.68	\$1,758.34	\$1,832.98
Management Analyst	24	\$37,049.58	\$38,652.85	\$40,438.11	\$42,068.62	\$43,853.68	\$45,716.74	\$47,657.58	\$49,754.02
Hr.		\$17.8123	\$18.5831	\$19.4414	\$20.2253	\$21.0835	\$21.9792	\$22.9123	\$23.9202
Bi-Weekly		\$1,424.98	\$1,486.65	\$1,555.31	\$1,618.02	\$1,686.68	\$1,758.34	\$1,832.98	\$1,913.62

APPENDIX B - 1

Johnson County Social Services
Wage Matrix
July 1, 2007 - December 31, 2007
2.00%

	Grade	1 Start	2 6 Months	3 1 Year	4 2 Years	5 3 Years	6 4 Years	7 5 Years	8 6 Years
Custodian	11	\$23,125.44	\$24,175.42	\$25,144.29	\$26,039.31	\$27,082.02	\$28,050.88	\$29,020.16	\$30,150.02
Hr.		\$11.1180	\$11.6228	\$12.0886	\$12.5189	\$13.0202	\$13.4860	\$13.9520	\$14.4952
Bi-Weekly		\$889.44	\$929.82	\$967.09	\$1,001.51	\$1,041.62	\$1,078.88	\$1,116.16	\$1,159.62
	12	\$24,175.42	\$25,144.29	\$26,039.31	\$27,082.02	\$28,050.88	\$29,020.16	\$30,150.02	\$31,360.99
	13	\$25,144.29	\$26,039.31	\$27,082.02	\$28,050.88	\$29,020.16	\$30,150.02	\$31,360.99	\$32,652.26
	14	\$26,039.31	\$27,082.02	\$28,050.88	\$29,020.16	\$30,150.02	\$31,360.99	\$32,652.26	\$34,025.26
Word Processor II	15	\$27,082.02	\$28,050.88	\$29,020.16	\$30,150.02	\$31,360.99	\$32,652.26	\$34,025.26	\$35,478.98
Hr.		\$13.0202	\$13.4860	\$13.9520	\$14.4952	\$15.0774	\$15.6982	\$16.3583	\$17.0572
Bi-Weekly		\$1,041.62	\$1,078.88	\$1,116.16	\$1,159.62	\$1,206.19	\$1,255.86	\$1,308.66	\$1,364.58
Community Prgm. Aid	16	\$27,548.14	\$28,497.66	\$29,606.72	\$30,793.98	\$32,061.33	\$33,406.88	\$34,832.72	\$36,337.18
Hr.		\$13.2443	\$13.7008	\$14.2340	\$14.8048	\$15.4141	\$16.0610	\$16.7465	\$17.4698
Bi-Weekly		\$1,059.54	\$1,096.06	\$1,138.72	\$1,184.38	\$1,233.13	\$1,284.88	\$1,339.72	\$1,397.58
	17	\$28,497.66	\$29,606.72	\$30,793.98	\$32,061.33	\$33,406.88	\$34,832.72	\$36,337.18	\$37,790.48
Data Technician	18								
Word Processor III		\$29,606.72	\$30,793.98	\$32,061.33	\$33,406.88	\$34,832.72	\$36,337.18	\$37,790.48	\$39,425.98
G.A. Assistant Hr.		\$14.2340	\$14.8048	\$15.4141	\$16.0610	\$16.7465	\$17.4698	\$18.1685	\$18.9548
Bi-Weekly		\$1,138.72	\$1,184.38	\$1,233.13	\$1,284.88	\$1,339.72	\$1,397.58	\$1,453.48	\$1,516.38
	19	\$30,793.98	\$32,061.33	\$33,406.88	\$34,832.72	\$36,337.18	\$37,790.48	\$39,425.98	\$41,246.82
	20	\$32,061.33	\$33,406.88	\$34,832.72	\$36,337.18	\$37,790.48	\$39,425.98	\$41,246.82	\$42,909.98
	21	\$33,406.88	\$34,832.72	\$36,337.18	\$37,790.48	\$39,425.98	\$41,246.82	\$42,909.98	\$44,730.82
	22	\$34,832.72	\$36,337.18	\$37,790.48	\$39,425.98	\$41,246.82	\$42,909.98	\$44,730.82	\$46,631.10
Social Worker II	23	\$36,337.18	\$37,790.48	\$39,425.98	\$41,246.82	\$42,909.98	\$44,730.82	\$46,631.10	\$48,610.64
Hr.		\$17.4698	\$18.1685	\$18.9548	\$19.8302	\$20.6298	\$21.5052	\$22.4188	\$23.3705
Bi-Weekly		\$1,397.58	\$1,453.48	\$1,516.38	\$1,586.42	\$1,650.38	\$1,720.42	\$1,793.50	\$1,869.64
Management Analyst	24	\$37,790.48	\$39,425.98	\$41,246.82	\$42,909.98	\$44,730.82	\$46,631.10	\$48,610.64	\$50,749.09
Hr.		\$18.1685	\$18.9548	\$19.8302	\$20.6298	\$21.5052	\$22.4188	\$23.3705	\$24.3986
Bi-Weekly		\$1,453.48	\$1,516.38	\$1,586.42	\$1,650.38	\$1,720.42	\$1,793.50	\$1,869.64	\$1,951.89

APPENDIX B - 2

Johnson County Social Services
Wage Matrix
January 1, 2008 - June 30, 2008
2.00%

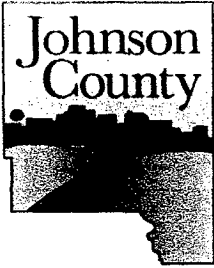
	Grade	1 Start	2 6 Months	3 1 Year	4 2 Years	5 3 Years	6 4 Years	7 5 Years	8 6 Years
Custodian	11	\$23,588.03	\$24,659.02	\$25,647.23	\$26,560.14	\$27,623.65	\$28,611.86	\$29,600.48	\$30,753.01
Hr.		\$11.3404	\$11.8553	\$12.3304	\$12.7693	\$13.2806	\$13.7557	\$14.2310	\$14.7851
Bi-Weekly		\$907.23	\$948.42	\$986.43	\$1,021.54	\$1,062.45	\$1,100.46	\$1,138.48	\$1,182.81
	12	\$24,659.02	\$25,647.23	\$26,560.14	\$27,623.65	\$28,611.86	\$29,600.48	\$30,753.01	\$31,988.11
	13	\$25,647.23	\$26,560.14	\$27,623.65	\$28,611.86	\$29,600.48	\$30,753.01	\$31,988.11	\$33,305.38
	14	\$26,560.14	\$27,623.65	\$28,611.86	\$29,600.48	\$30,753.01	\$31,988.11	\$33,305.38	\$34,705.84
Word Processor II	15	\$27,623.65	\$28,611.86	\$29,600.48	\$30,753.01	\$31,988.11	\$33,305.38	\$34,705.84	\$36,188.46
Hr.		\$13.2806	\$13.7557	\$14.2310	\$14.7851	\$15.3789	\$16.0122	\$16.6855	\$17.3983
Bi-Weekly		\$1,062.45	\$1,100.46	\$1,138.48	\$1,182.81	\$1,230.31	\$1,280.98	\$1,334.84	\$1,391.86
Community Prgm. Aid	16	\$28,099.14	\$29,067.58	\$30,198.90	\$31,409.87	\$32,702.59	\$34,074.98	\$35,529.31	\$37,063.94
Hr.		\$13.5092	\$13.9748	\$14.5187	\$15.1009	\$15.7224	\$16.3822	\$17.0814	\$17.8192
Bi-Weekly		\$1,080.74	\$1,117.98	\$1,161.50	\$1,208.07	\$1,257.79	\$1,310.58	\$1,366.51	\$1,425.54
	17	\$29,067.58	\$30,198.90	\$31,409.87	\$32,702.59	\$34,074.98	\$35,529.31	\$37,063.94	\$38,546.35
Data Technician	18								
Word Processor III		\$30,198.90	\$31,409.87	\$32,702.59	\$34,074.98	\$35,529.31	\$37,063.94	\$38,546.35	\$40,214.51
G.A. Assistant Hr.		\$14.5187	\$15.1009	\$15.7224	\$16.3822	\$17.0814	\$17.8192	\$18.5319	\$19.3339
Bi-Weekly		\$1,161.50	\$1,208.07	\$1,257.79	\$1,310.58	\$1,366.51	\$1,425.54	\$1,482.55	\$1,546.71
	19	\$31,409.87	\$32,702.59	\$34,074.98	\$35,529.31	\$37,063.94	\$38,546.35	\$40,214.51	\$42,071.74
	20	\$32,702.59	\$34,074.98	\$35,529.31	\$37,063.94	\$38,546.35	\$40,214.51	\$42,071.74	\$43,768.19
	21	\$34,074.98	\$35,529.31	\$37,063.94	\$38,546.35	\$40,214.51	\$42,071.74	\$43,768.19	\$45,625.42
	22	\$35,529.31	\$37,063.94	\$38,546.35	\$40,214.51	\$42,071.74	\$43,768.19	\$45,625.42	\$47,563.78
Social Worker II	23	\$37,063.94	\$38,546.35	\$40,214.51	\$42,071.74	\$43,768.19	\$45,625.42	\$47,563.78	\$49,582.83
Hr.		\$17.8192	\$18.5319	\$19.3339	\$20.2268	\$21.0424	\$21.9353	\$22.8672	\$23.8379
Bi-Weekly		\$1,425.54	\$1,482.55	\$1,546.71	\$1,618.14	\$1,683.39	\$1,754.82	\$1,829.38	\$1,907.03
Management Analyst	24	\$38,546.35	\$40,214.51	\$42,071.74	\$43,768.19	\$45,625.42	\$47,563.78	\$49,582.83	\$51,764.13
Hr.		\$18.5319	\$19.3339	\$20.2268	\$21.0424	\$21.9353	\$22.8672	\$23.8379	\$24.8866
Bi-Weekly		\$1,482.55	\$1,546.71	\$1,618.14	\$1,683.39	\$1,754.82	\$1,829.38	\$1,907.03	\$1,990.93

APPENDIX C
LONGEVITY PAY

After 4 - 10 years:	
	\$500.00/year
After 11 - 15 years:	
	\$600.00/year
After 16-20 years:	
	\$700.00/year
After 21-25 years:	
	\$800.00/year
After 26 or more years:	
	\$1,000.00/year

APPENDIX D

Johnson County Health Care Plan Benefit	
	Alliance Select Preferred Provider Organization (PPO) Overlay
Provider Networks/Contracts	Alliance Select PPO (Iowa) Blue Card PPO (Nationwide and Worldwide)
Coinsurance	<i>PPO:</i> 10% of charge office services 10% of allowed amount out of office <i>Non-PPO*</i> 20% of allowed amount
Prescription Drug Coinsurance	20% after deductible
Deductibles	\$100 single/\$200 family annual deductible applies to: Physical therapy; ambulance services; prescription drugs; home/durable medical equipment; oxygen; private duty nursing services; blood; home health services and prosthetic appliances. The deductible is waived for all other covered services. Services are not subject to a separate deductible for inpatient admissions.
Pre-certification/Notification requirements	Alliance Select PPO providers in Iowa are required to handle all pre-certification requirements for members. Members accessing care from Non-PPO providers, or PPO providers outside of Iowa, are responsible to notify Wellmark <i>prior</i> to planned elective admissions, skilled nursing and home health care, and within 24 hours <i>after</i> emergency and maternity admissions.
Penalties for failure to notify	Planned elective admissions, skilled nursing and home health care: 50% reduction in benefits. Emergency and maternity admissions: Room and board charges that were not medically necessary. (Penalty does not apply to the member's deductible or out-of-pocket maximum).
*Non-Participating and Non-PPO providers may "balance bill" members for billed charges that exceed the insurer's "allowed amount". These dollar amounts are the member's liability and are not applied to the deductible or out-of-pocket maximum.	



JOHNSON COUNTY

Human Resources Department
Lora Shramek, SPHR – Administrator

May 10, 2006

Tom Anthony
AFSCME Business Representative
1425 8th Avenue SE
Dyersville, IA 52040

Re: Letter of Understanding for Johnson County Social Services and MH/DD Services

Dear Tom,

In negotiations on this contract we agreed to the following:

With respect to the health insurance plan, Johnson County agreed to continue to:

- Extend benefits to same gender domestic partners of eligible employees
- Conduct an annual open enrollment during November of each contract year.

These agreements do not apply to the dental plan.

We agreed to continue the longevity determination that was commemorated in a letter of understanding dated January 31, 1994 which is attached to this contract.

We also agreed that the Employer shall send to the Union by US mail on diskette on a monthly basis at no cost to the Union, the following information:

1. For Union member bargaining unit employees, the County shall provide name and home address; and other information mutually agreed to;
2. For non-Union member bargaining unit employees, the County shall provide the name and other information mutually agreed to.


This program shall be implemented upon request of the Union.

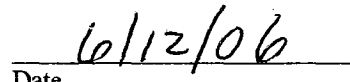
Please acknowledge your agreement to this letter of understanding on the signature line below.

Sincerely,


Judy Perkins
Johnson County Employer Representative

I acknowledge agreement to this letter of understanding:


Tom Anthony
Bargaining Representative, AFSCME Council 61


Date



J. Patrick White
County Attorney

Office of the
Johnson County Attorney

Johnson County Courthouse • 417 South Clinton Street • P.O. Box 2450 • Iowa City, IA 52244
Phone (319) 339-6100 • Fax (319) 339-6149

2006-08 Johnson County Social Services
Johnson County MH/DD Services

Anne M. Lahey
John S. Siskley
Deborah Farmer Minot

Criminal

David V. Tiffany
Rod Reynolds
Linda M. Paulson
Janet M. Lyness
Richard D. Westphal
Teresa A. Vens

Child Support

Carol A. Turner
1-(319) 362-8645

January 31, 1994

Jan Corderman
AFSCME Council 61
306 2nd St #5
Coralville IA 52241

RE: Johnson County Social Services collective bargaining
Letter of understanding

Dear Jan:

This will commemorate our understanding reached during negotiations on the 1994-97 collective bargaining agreement.

When they become eligible for longevity pay, employees whose tenure at Social Services was in both full- and part-time service will receive prorated longevity pay, computed as follows:

1. The appropriate longevity tier will be determined, by comparing the current year and the hire date.
2. The number of years worked as a part-time employee will be determined, and a part-time percentage will be established by dividing the number of years worked as a part-time employee by the total number of full years worked.
3. Half the amount in the appropriate longevity tier will be multiplied by the part-time percentage.
4. The full amount in the appropriate longevity tier will be multiplied by the difference between the part-time percentage and 100%.
5. The sum of the products of the multiplications performed in steps 3 and 4 will be the amount of longevity pay for the employee.

1994-97 Johnson County Social Services

Jan Corderman
January 31, 1994

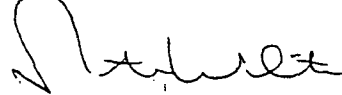
page 2

EXAMPLE: Employee started work at Social Services May 1, 1983, worked part-time until May 1, 1990, and has worked full-time since then. Employee's longevity pay in 1994 would be computed thus:

1. The appropriate longevity tier is 11-15 years (5/1/83 - 11/1/94 = 11 full years).
2. The part-time percentage is 7/11, or 63.6%.
3. 63.6% of half of \$600 is \$190.80.
4. 36.4% of \$600 is \$218.40.
5. Employee's longevity pay in 1994 is \$190.80 + \$218.40, or \$409.20.

This agreement formally adopts, for the life of the 1994-97 contract, the method of prorating longevity used to calculate former employee Leigh Becker's longevity pay.

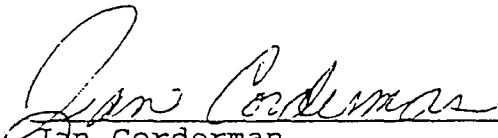
Very truly yours,



J. Patrick White
Johnson County Attorney

Bargaining Representative
for Johnson County

Agreed to on behalf of AFSCME Council 61:



Jan Corderman
Associate Director
AFSCME Council 61

10-12-94
Date



AFSCME COUNCIL 61 GRIEVANCE FORM

2006-08 Johnson County Social Services
Johnson County MH/DD Services

CONTRACT
GRIEVANCE NUMBER

NAME OF EMPLOYEE (GRIEVANT)	SOC. SEC. NO. (processing delayed if not filled in)	CLASSIFICATION
HOME ADDRESS	CITY, STATE & ZIP	HOME PHONE NUMBER ()
WORK LOCATION	IMMEDIATE SUPERVISOR	

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE

SECTION

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:

ADJUSTMENT REQUIRED:

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
(STEWARD) HOME ADDRESS	CITY, STATE & ZIP		(STEWARD) HOME PHONE NUMBER ()

1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE

DATE RECEIVED

DATE ANSWERED

DISPOSITION OF GRIEVANCE:

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE

DATE RECEIVED

DATE ANSWERED

DISPOSITION OF GRIEVANCE:

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE

DATE RECEIVED

DATE ANSWERED

DISPOSITION OF GRIEVANCE:

FILED
JOHNSON COUNTY AUDITOR
Iowa City, IA

FILED
JOHNSON COUNTY AUDITOR
Iowa City, IA

AUG 18 2000

50 JUL 21 2003

COUNTY AUDITOR

FILED
COUNTY AUDITOR